

April 2, 2024

Clerk,

United States Bankruptcy Court

Western District of Virginia,

1101 Court Street, Room 166,

Lynchburg, VA 24504

Subject:

Chapter 11, Subchapter V, Case No. 23-60148, Tommy Dewayne Dobson and Ann Christine Dobson

To the Clerk of the U.S. Bankruptcy Court, Western District of Virginia, and the Honorable Judge Rebecca Connelly:

We are creditors in Case 23-60148. We are not represented by an attorney. Previously we provided a letter dated January 4, 2024, along with attachments to this Court outlining the financial damage we incurred from our engagement with Tommy Dobson for the construction of our home. A copy of that letter (without attachments) is provided here.

While we are awaiting the scheduled hearing on April 18, 2024, that was set after the January 18, 2024 hearing on this case, we've since learned of the arrests of both of the Dobson's by the Albemarle County Police Department on several counts of embezzlement. We would like to point out from our earlier submission that shortly after the time that Dobson informed us that he could not financially finish our home (August 2022) we received notice of two mechanic liens placed on our home.

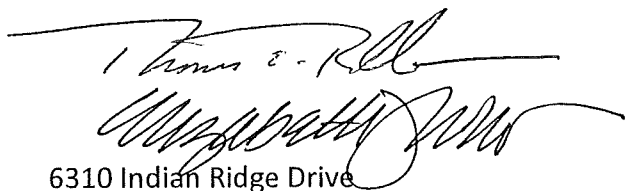
The mechanic liens resulted from Dobson not using the funds he received from our construction loan draws that he requested, on our home construction. Dobson per our contract with him is/was required to cure any and all mechanics liens. Dobson never took any action to cure the mechanic liens and for that matter pay any other subcontractor bills that he was obligated to pay on or about and after June 2022. As a result of Dobson's inappropriate use of our funds, we had to withdraw substantial monies from our retirement funds to resolve the mechanic liens and other subcontractor bills owed in order for the construction of our home (with a new builder) to proceed.

Because Dobson took funds from our construction loan and did not use those funds to pay subcontractors, we essentially ended up paying twice for the subcontractor services (construction loan draws and our retirement funds). There were other costs we had to directly pay to other subcontractors as Dobson never paid those people as well.

The emotional and financial toll that resulted and continues from doing business with Dobson is simply beyond description. We respectfully request the court to consider the information provided with regard to the outcome of this case and any offer of settlement by the Trustee.

Sincerely,

Thomas Rollo and Elizabeth Rollo

The block contains two handwritten signatures. The first signature is for Thomas E. Rollo, written in black ink. The second signature is for Elizabeth Rollo, also in black ink. Below the signatures, the address "6310 Indian Ridge Drive" is printed in a standard black font.

6310 Indian Ridge Drive

Earlysville, VA 22936

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF VIRGINIA
Lynchburg Division

In re:)	Chapter 11, Subchapter V
)	
TOMMY DEWAYNE DOBSON,)	
ANN CHRISTINE DOBSON,)	Case No. 23-60148
)	
Debtors.)	
)	
WILLIAM E. CALLAHAN, JR.,)	
SUBCHAPTER V TRUSTEE,)	
)	
Objecting Party,)	
)	
v.)	
)	
THOMAS ROLLO,)	
ELIZABETH ROLLO,)	
)	
Claimants.)	

January 4, 2024

Clerk,

United States Bankruptcy Court

Western District of Virginia,

1101 Court Street, Room 166,

Lynchburg, VA 24504

Subject:

Claimants Response to Subchapter V Trustee's Objection to Claim No.24-1

On or about March 25, 2023, Claimants filed a proof of claim in the above captioned matter for Breach of Contract by Tommy Dewayne Dobson and Ann Christine Dobson, d/b/a Dobson Homes. The Claimants filed in the PACER system a copy of the Dobson-Rollo Residential Home Construction Contract as well as an itemized statement of monies owed to the Claimants as a result of the debtor's contract breach.

At no time did the Subchapter V Trustee either object to that filing or request an evidentiary hearing in reference to that filing. It was not until the Claimants objected to the Subchapter V Trustee's request to

the US Bankruptcy Court for reimbursement of expenses, that an objection to the Claimant's filing was filed.

The Claimants hereby reiterate their claim of \$246,760.57, as set forth in the itemized statement, attached as Exhibit A, Attached. The amounts therein being amended as set forth below.

On or about June 4, 2021, Claimants entered into a contract with Tommy Dobson, d/b/a Dobson Homes, Inc, for the construction of a new residential home for the total amount of \$979,914.00. Claimants paid Dobson Homes \$85,000 for the required deposit. See Copy of the Contract, Exhibit B, Attached.

On or about June 19, 2021, Claimants entered into a Residential Construction Loan Agreement with Fulton Bank. See Copy of Residential Construction Loan Agreement, Exhibit C, Attached.

On or about September 9, 2022, Claimants received a call from Tommy Dobson who informed the Claimants he would not be able to finish the construction of our home, thus breaching the contract. Multiple attempts by the Claimants to contact Tommy Dobson between September and November 2022 to resolve the situation were unsuccessful.

As a result of the Debtor's Breach of Contract, Claimants were forced to incur legal fees in the amount of \$9,891.94. See Exhibit A, Attached.

As a result of the Debtor's Breach of Contract, Claimants are seeking the return of the portion of their deposit representing 63% of the unfinished residential home construction. See Exhibit A, Attached.

Due to the Debtor's breach of contract, claimants were forced to continue paying rent from September 2022 through July 2023 in the amount of \$16,779.65 to City Walk Apartments, Charlottesville, VA. See Exhibit D, Attached. (Payment of rent required by the Contract-See Highlighted Section of the Contract) (Payments shown are taken from Claimants bank checking account statements)

Claimants were also forced to incur storage costs from the Breach of Contract, from September 2022 up to and including July 2023 in the amount of \$8,232.96. See Exhibit D, Attached. (Payment of storage costs required by the Contract-See Highlighted Section of the Contract) (Payments shown are taken from Claimants bank checking account statements)

Claimants were also forced to incur construction loan extension fees in the amount of \$8,187.50 as a result of the Breach of Contract. See Exhibit E, Attached. (Payment of construction loan extension fees required by the Contract-See Highlighted Section of the Contract)

Claimants as a result of the Debtor's Breach of Contract were also forced to incur the following expenses (See Composite Exhibit F, Attached):

- Plumbing installation costs of \$10,012.70 as a result of the Debtor not paying this subcontractor.
- Roofing supplies and installation costs of \$16,572.19 as a result of the Debtor not paying the subcontractors and for the Claimants need to provide protection for the existing construction of the home.
- Garage Framing error done by Dobson Homes (determined by new builder) resulting in a cost of \$2,000.00.
- Refuse container removal costs of \$862.20. These costs resulted from Debtors breach of contract and Debtor not paying the subcontractor.

Claimants placed a Change Order on 02-23-2022 related to the Residential Home Construction Contract with the Debtor for in part, the installation of a Fireplace in the amount of \$10,850 and a Trex material deck in the amount of \$12,700.00. The Claimants paid the Debtor for the entire Change Order of \$54,693.21 on 3/3/2022 however, the Debtor never delivered/installed the Fireplace, or the Deck due to the Debtors breach of contract. Attached, Composite Exhibit G.

As a result of the Debtor's Breach of Contract and his failure to pay subcontractors/suppliers, the Claimants had two Mechanics Liens recorded against their property in the total amount of \$121,406.43. The Claimants were able to subsequently negotiate the Framing Contractors Mechanics Lien down to \$65,000.00. To resolve the Mechanics Liens, the Claimants were forced to pay from their funds to resolve said liens to allow for the completion of the residential home construction, in the total amount of \$107,971.43 See Composite Exhibit H, Attached. (Payment of Mechanics Liens required by the Contract-See Highlighted Section of the Contract)

Wherefore, the Claimants make an adjusted claim against the Debtors in the amount of \$246,760.57.

CERTIFICATE OF SERVICE

The Claimants hereby certify that we filed a response to the Clerk, United States Bankruptcy Court, Western District of Virginia, 1101 Court Street, Room 166, Lynchburg, VA 24504 regarding the Subchapter V Trustee's Notice of Objection to Claim 24-1 on 01-04-2024 within the timeframe specified prior to the hearing date (January 18, 2024) and provided a copy of our response by USPS mail, postage prepaid, to the Subchapter V, Trustee, as follows, William E. Callahan, Jr. Subchapter V Trustee, 10 Franklin Road, S.E. Suite 900, P.O. Box 40013, Roanoke, VA 24022-0013.

Thomas E. Rollo

Elizabeth J. Rollo

6310 Indian Ridge Drive

Earlsville, VA 22936

Attachments